



Public Service Alliance of Canada  
Alliance de la Fonction publique du Canada

File: 2122-25.02-3

May 24, 2013

VIA FACSIMILE (819) 997-1693  
(Original by Mail)  
email: [guy.baron@labour-travail.gc.ca](mailto:guy.baron@labour-travail.gc.ca)

Guy Baron, Director General  
Human Resources and Skills Development Canada  
Federal Mediation and Conciliation Service  
165 Hôtel-de-Ville Street  
Place du Portage, Phase II, 11<sup>th</sup> Floor  
Gatineau-Ottawa K1A 0J2

Dear Mr. Baron:

Re: **Vancouver Airport Authority  
and the Public Service Alliance of Canada  
Notice of Dispute  
Section 71, Canada Labour Code**

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Enclosed you will find a Notice of Dispute under Section 71 of the Canada Labour Code with respect to our negotiations with the Vancouver Airport Authority. The Public Service Alliance of Canada requests that you appoint a Conciliation Officer.

Your attention to this matter is appreciated.

Sincerely,

A handwritten signature in black ink, appearing to read 'Bob Jackson', written over a light grey background.

Bob Jackson  
Regional Executive Vice-President

c.c.: Michele Mawhinney, VP, Human Resources  
Christine Collins, President, UCTE  
Krista Devine, Director, CBB  
Susan Jones, Coordinator, Negotiations Section  
Dave Jackson, Negotiator  
Mark Pecek, Director, ROB  
Luc Guevremont, Coordinator, Vancouver Regional Office  
Nicholas Galletti, Coordinator, Communications  
Negotiating Team members  
Dale Robinson, Strike Mobilization Project Officer

## NOTICE OF DISPUTE

### SECTION 71, CANADA LABOUR CODE

#### PART I, R.S. 1985, c.L.2, JANUARY 1, 1999

**(a) Name and address of the party giving notice:**

Public Service Alliance of Canada  
210-1497 Admirals Road  
Victoria, BC V9A 2P8

Attention: Dave Jackson, Regional Representative, PSAC  
Tel: 250-953-1050 Fax: 250-953-1066  
Email: jacksod@psac.com

**(b) Name and address of the other party to the collective bargaining:**

Michele Mawhinney  
Vice-President, Human Resources  
Vancouver Airport Authority  
PO Box 23750, Airport Postal Outlet  
Richmond, BC V7B 1Y7

Fax: (604) 232-6124

**(c) The bargaining units in respect of which the request is made:**

All employees of the Employer described in the CIRB certificate issued on November 22, 2012. Copy attached as Appendix "A"

**(d) The date on which notice to commence bargaining collectively was given under section 47.1 of the Canada Labour Code:**

September 19, 2012

**(e) The steps that have been taken, including the dates of meetings that have been held, and the progress that has been made in collective bargaining:**

Dates of meetings and the items that have been resolved are attached in Appendix "B".

**(f) Copy of the notice to commence collective bargaining:**

See Appendix "C".

**(g) List of issues outstanding:**

See Appendix "D".

**(h) Existing collective agreements:**

----attached.

Dated at Vancouver, this 24<sup>th</sup> day of May, 2013.

A handwritten signature in black ink, appearing to read "Bob Jackson". The signature is fluid and cursive, with a large initial "B" and "J".

Bob Jackson  
Regional Executive Vice-President

## NOTICE OF DISPUTE

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Canada Industrial Relations Board



Conseil canadien des relations industrielles

Order No.: 10338-U

Supercedes: 10225-U

**IN THE MATTER OF THE**

*Canada Labour Code*

- and -

Vancouver International Airport Authority,  
Richmond, British Columbia,

applicant,

- and -

Public Service Alliance of Canada,

certified bargaining agent.

**WHEREAS** the Canada Industrial Relations Board (the Board), by order no. 10225-U dated February 24, 2012, certified the Public Service Alliance of Canada as the bargaining agent for a unit of employees of the Vancouver International Airport Authority;

**AND WHEREAS** the Board has received an application from the applicant, pursuant to section 18 of the *Canada Labour Code (Part I—Industrial Relations)*, seeking to amend the said order by revising the list of positions excluded from the bargaining unit;

**AND WHEREAS** the certified bargaining agent consents to the amendments;

**AND WHEREAS**, following investigation of the application and consideration of the submissions of the parties concerned, the Board has determined that it is appropriate to grant the application;

**Order No.: 10338-U**

**NOW, THEREFORE**, the Board hereby confirms that the Public Service Alliance of Canada is the bargaining agent for a bargaining unit comprising:

*"all employees of the Vancouver International Airport Authority and YVR Project Management Ltd. **excluding**:*

- *President and Chief Executive Officer*
- *Vice-President Finance & CFO*
- *Vice-President Airport Operations*
- *Vice-President Simplified Passenger Travel & CIO*
- *Corporate Secretary & Vice-President Strategic Planning & Legal Services*
- *Senior Vice-President Engineering*
- *Senior Vice-President Marketing & Commercial Development*
- *Vice-President Human Resources*
- *Vice-President Community & Environmental Affairs*
- *Director Internal Audit*
- *Internal Auditor*
- *Director Corporate Finance*
- *Manager Corporate Finance*
- *Director Financial Reporting and Controller*
- *Director Financial Reporting and Controller-VAEL*
- *Manager Financial Reporting*
- *Manager Financial Services*
- *Manager Accounting Services*
- *Manager, Purchasing*
- *Director Supply Management*
- *Director Aviation Marketing*
- *Manager Passenger Marketing*
- *Manager Marketing Research*
- *Senior Policy Advisor, Asia*
- *Director Commercial Services*
- *Director Cargo & Business Development*
- *Manager Land Development Leasing*
- *Manager Retail Sales & Service Programs*
- *Manager Concession Leasing*
- *Director Corporate Communications*
- *Director Environment*
- *Director Legal Services & Legal Counsel*
- *Manager Legal Services & Legal Counsel*
- *Legal Counsel*
- *Manager Policy & Research*
- *Manager Compensation*
- *Human Resources Analyst*
- *Benefits & Compensation Accountant*
- *Employee Services Coordinator*

Order No.: 10338-U

- *Manager Health & Safety*
- *Safety Advisor*
- *Director Human Resources*
- *Human Resources Administrative Assistant*
- *Human Resources Advisor*
- *Employment Advisor*
- *Director Security & Emergency Planning*
- *Manager Security Operations*
- *Manager Security Programs*
- *Manager Emergency Planning*
- *Director Customer Service*
- *Director Customer Service Care, Guest Relations*
- *Manager Customer Care Programs*
- *Manager Airport Terminal Projects*
- *Manager Terminal Operations*
- *Director Airside Operations*
- *Manager Airside Operations*
- *Manager Operations Centre*
- *Manager Airside Planning & Development*
- *Superintendent Airside Vehicle Operations*
- *Manager Airfield & Emergency Services*
- *Manager Operations Systems*
- *Manager Technology Planning*
- *Manager Technology Services*
- *Director Simplified Passenger Travel*
- *Manager Simplified Passenger Travel*
- *Manager Corporate Systems*
- *Manager Engineering Services*
- *Director Engineering Projects*
- *Manager Airside Engineering Projects*
- *Director Capital Facilities Development*
- *Director Maintenance Services*
- *Manager Maintenance Services*
- *Manager Maintenance Services/Plant Chief*
- *Superintendent Facilities*
- *Director, Maintenance Planning*
- *Superintendent Planning & Administration*
- *Superintendent Airport South*
- *Manager Parking Operations*
- *Manager Technical Services*
- *Superintendent Baggage Systems*
- *Executive Assistants*
- *YVRPM President*
- *YVRPM Executive Assistant to the President*
- *YVRPM Manager, Project Control*

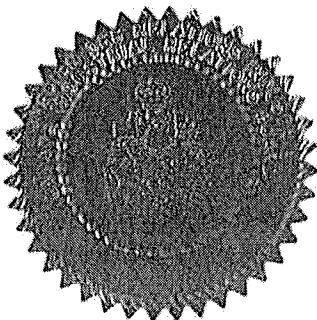
**Order No.: 10338-U**

- *YVRPM Safety and Security Coordinator*
- *Students.*"

**ISSUED** at Ottawa, this 22nd day of November, 2012, by the Canada Industrial Relations Board.

  
Elizabeth MacPherson  
Chairperson

**Reference: File No. 29660-C**





## **APPENDIX “B”**

### **The parties met on:**

February 20-21; March 12-14; April 24-26, 2013

### **Items that have been resolved:**

Article 3 – Recognition

Article 4 – Employer Representatives

Article 11 – Designated Paid Holidays

Article 12 – Other Leave With or Without Pay (Clause “b” and “d” and a NEW 12.16)

Article 26 – Employee Status (Clause 26.03)

Article 27 – Hours of Work (NEW Clause 27.11)

Article 33 – Vacation Leave (Clause 33.04)

Article 38 – Joint Consultation

Article 41 – Position Classification (Clause 41.04)

Appendix B – Clothing Policy

Letter of Understanding – Snow Removal Augmentation

Letter of Understanding – Airfield and Emergency Services (AES) Backfill Supervisors

Letter of Understanding – Trades Shift Scheduling



Public Service Alliance of Canada  
Alliance de la Fonction publique du Canada

Via facsimile 604-232-6124  
Email : [Michele\\_Mawhinney@yvr.ca](mailto:Michele_Mawhinney@yvr.ca)

(Original by Mail)

Michelle Mawhinney  
Vice-President, Human Resources  
Vancouver International Airport Authority  
P.O. Box 23750, Airport Postal Outlet  
Richmond, BC V7B 1Y7

Dear Ms. Mawhinney:

**Re: Notice to Bargain – Vancouver International Airport as described in the certificate # 10065-U dated July 4<sup>th</sup>, 2011**

In accordance with the Collective Bargaining provisions of the Canada Labour Code, the Public Service Alliance of Canada hereby serves notice to bargain for the above-mentioned group.

As per section 87.4(1) of the Canada Labour Code, we are hereby serving notice that it is our belief that there are certain services performed by our members which would be required to continue in the event of a strike or lock-out, to prevent an immediate and serious danger to the safety or health of the public.

Any and all matters relating to the negotiations, re-opening or amendment of the collective agreement must be conducted with the PSAC as certified bargaining agent.

The officer of the Public Service Alliance of Canada who will act as Chairperson of the Negotiating Team will be Dave Jackson, who may be reached at the following address and telephone number:

1497 Admirals Road, Suite 210, Victoria, B.C. V9A 2P8  
250-953-1052 (Phone number) – 250-953-1066 (Fax number) – [jacksod@psac-afpc.com](mailto:jacksod@psac-afpc.com) (email address)

Please advise Mr. Jackson at your earliest convenience, of the dates upon which bargaining proposals may be exchanged and negotiations commenced.

Sincerely,

Bob Jackson  
Regional Executive Vice-President

- c.c.:
- Christine Collins, President, UCTE
  - David Orfald, Director, Collective Bargaining Branch
  - Susan Jones, Coordinator, Negotiations
  - Liam McCarthy, Senior Research Officer, Negotiations Section
  - Dave Jackson, Regional Representative
  - Mark Pecek, Director, ROB
  - Garry Fraser, A/Coordinator, Coordinator, Regional Office
  - Nicholas Galletti, Coordinator, Communications
  - Linda Cassidy, Exclusions & Designations Coordinator
  - Kalapi Roy, Exclusions and Essential Services Officer
  - Angèle Bélair, Administrative Assistant, Negotiations Section
  - Dale Robinson, Strike Mobilization Project Officer
  - Elsie Abraham, Administrative Assistant

FAXED  
Sept 19, 2012

File: 2122-25.02-3

September 19, 2012

Appendix C



## APPENDIX "D"

### List of Union issues outstanding:

#### 12.02 Maternity Leave

(d) Amend to read...

Maternity/Parental leave allowance payments will consist of the following:

(i) Amend to read...

where an employee is subject to a waiting period of two (2) weeks before receiving employment insurance maternity benefits and/or parental benefits, an allowance of one-hundred percent (100%) of her weekly rate of pay for each week of the two-week waiting period less any other monies earned during this period; and/or

(ii) Amend to read...

for each week an employee receives maternity and/or parental EI benefits payment equivalent to the difference between the EI benefits the employee is eligible to receive and one-hundred percent (100%) of her weekly rate of pay, less any other monies earned during this period which may result in a reduction in EI benefits to which the employee would otherwise have been eligible.

**12.03 Parental Leave and Adoption Leave Without Pay**

**Add the following sentence...**

An employee is also entitled to a parental allowance as per Article 12.02 (d) (i) & (ii).

**12.10 Leave With Pay for Family-Related Responsibilities**

**(a) Delete "dependent"**

**Add the following:**

...and anyone for whom the employee has power of attorney.

**(b) Remove caps in (i), (ii), (iii) and (iv)**

Delete "dependent" (2 instances) from (i)

**(c) Increase the total leave granted to seven (7) working days**

**26 EMPLOYEE STATUS**

**26.02 (b) (viii)**

Delete "in each calendar year;"

**26.05 (b) NEW**

If the employment of an AOS employee, who has been trained to backfill the AOERS, extends beyond three (3) years the individual will be granted AOERS status at the appropriate classification and level of pay.

**27 HOURS OF WORK**

**27.10**

**Amend to read...**

Upon approval from the Employer, an employee may be granted flexible daily hours. Such approval shall not be unreasonably denied.

**27.11 (b) (i)**

**Amend to read...**

no shift in excess of twelve (12) hours is involved unless agreed upon between the Employer and the Bargaining Agent.

**(b) (iii)**

**Amend 1<sup>st</sup> sentence to read:**

shifts developed shall be subject to an initial trial period not to exceed six (6) months and be continued thereafter upon agreement of the majority of the affected employees and with the concurrence of the Employer and the Bargaining Agent.

**30 MILEAGE PREMIUM**

**.01** Increase the mileage rate to .75 cents;

**31            STANDBY**

**.01 (a)**      Amend to read...

Where the Employer requires an employee to be available for standby during off-duty hours, the employee shall be entitled to a standby payment of a Band 6, Step 6 hourly rate of pay, for each eight (8) consecutive hours or portion thereof that he or she is on standby.

**.01 (b)**      Amend to read...

Where the Employer requires an employee to be available for standby during off-duty hours for winter snow events, the employee shall be entitled to a standby payment of a Band 6, Step 6 hourly rate of pay, for each eight (8) consecutive hours or portion thereof that he or she is on standby.

**32            SHIFT PREMIUMS**

**.01**    Increase the amount to four dollars and fifty cents (\$4.50).

**.02**    Increase the amount to four dollars (\$4.00).

**33            VACATION LEAVE**

**.05**    Amend to read...

An employee shall earn vacation leave credits for each calendar month during which the employee receives pay for at least ten (10) days at the following rates:

- (a) one and one-quarter (1 ¼) days until the month in which the anniversary of the employee's fifth (5<sup>th</sup>) year of continuous service occurs;

- (b) one and two-thirds (1 2/3) days commencing with the month in which the employee's fifth (5<sup>th</sup>) anniversary of continuous service occurs;
- (c) two and one-twelfth (2 1/12) days commencing with the month in which the employee's tenth (10<sup>th</sup>) anniversary of continuous service occurs;
- (d) commencing with their fourteenth (14<sup>th</sup>) anniversary an employee shall receive one (1) additional day with pay for each additional year of continuous service to a maximum of five (5) additional days;
- (e) seven (7) weeks with pay commencing with the month in which the employee's nineteenth (19<sup>th</sup>) anniversary of continuous service occurs.

## **34 INSURANCE PLANS**

**Amend to read...**

**.01**

- (b) increase vision care maximum to \$650.00 and remove the deductible amount for individuals. Include Sleep Apnea related devices in benefits coverage.
- (c)
  - (ii) increase to 100% of the current approved schedule of fees for Major Restorative Services. Increase the basic and major combined maximums to unlimited;

(iii) increase to 100% of the current approved schedule of fees for Orthodontic Services to a lifetime maximum of \$5,000 per person.

(e) increase to 100% and 75% of the employee's current salary.

**35 PENSION PLANS**

**35.01 (b)**

Amend Employers share to read "9%"

**38 JOINT CONSULTATION**

**.02 NEW**

The parties agree to review the status of all work that is being contracted out. The Employer agrees that it will notify the Union whenever it is considering any change in the status of contracting out.

**39 BARGAINING UNIT WORK**

**.01 Amend to read...**

Duties normally performed by employees within the bargaining unit will not be performed by excluded staff, except in cases of emergencies where no other bargaining unit employee is available, or for training purposes. Contractors will not do bargaining unit work.



**.03 NEW**

During the term of this collective agreement the Employer will not lay off nor reduce the hours of work of any bargaining unit member.

**43 CONTRACTING OUT**

**.01 Amend to read...**

There shall be no contracting out or privatisation of bargaining unit work, except by explicit mutual agreement in writing between the Union and the Employer.

**Appendix B – CLOTHING POLICY**

**2. CLOTHING PROVIDED**

**(b)**

**Add the following:**

- > 7 t-shirts; 2 replaced each year
- > 2 hoodie's (zip-up); 1 replaced every 2 years
- > 4 toques; 1 replaced each year

**Letters of Understanding:**

Number the current letters of understanding so they are more recognizable in the collective agreement.

**#1 – Amend title to read: Airfield and Emergency Services (AES)  
Assistant Supervisors**

- 1.delete
- 2.renew
- 3.renew
- 4.renew
- 5.renew
- 6.Add the following: Incorporate any general increase to wages over and above the amount shown currently.
- 7.renew
- 8.renew
- 9.renew

## **NEW ARTICLE**

### **UNION INSIGNIA**

An employee may affix a Union decal not exceeding three (3) inches by four (4) inches to the glass area of the equipment he or she is operating providing it does not impair the vision of the operator.

### **NEW**

#### **LETTER OF UNDERSTANDING**

**BETWEEN THE VANCOUVER INTERNATIONAL AIRPORT AUTHORITY (YVR)**

**AND**

**THE PUBLIC SERVICE ALLIANCE OF CANADA (PSAC)**

#### **JOINT COMMITTEE ON CONTRACTING IN**

Within ninety (90) days of the signing of the collective agreement the PSAC and YVR shall establish a joint committee to review operations and services for the purpose of contracting in wherever feasible.

**Committee Composition:**

The committee shall consist of a maximum of eight members, divided equally between both parties; a quorum shall consist of six members (3 employer and 3 union representatives, one of whom shall be a PSAC staff representative). The balance of the union component of the committee shall be selected by the union from the members of the bargaining unit.

**Mandate:**

The parties agree that the Joint Committee will immediately undertake a review of any existing sub-contract work which would otherwise be bargaining unit work with a view to assessing the practicality and cost-effectiveness of having such work performed within YVR by members of the bargaining unit. The committee shall have access to all relevant documentation including but not limited to copies of service provider contracts.

**Remuneration of committee members:**

Members of the bargaining unit serving on the committee shall be provided with time off with pay from their regular duties to prepare for committee work and to participate on the committee.

This Memorandum of Understanding is deemed to form part of the Collective Agreement.

## **Discussion Items**

The union is tabling the following items for discussion. The union reserves the right to table language to address these items if the discussion dictates.

1. Employee snow tire purchase program
2. Acting Pay
3. Social Justice Fund

## **Economic Proposal**

1. Economic increase of 4% effective January 1, 2013; Economic increase of 3.5% effective January 1, 2014; Economic Increase of 3.5% effective January 1, 2015.
2. Effective January 1, 2013 add one additional 4% step to the top of all Bands as found in Appendix "C".